

MR01

Particulars of a charge



Companies House

002706/t23



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back

WEDNESDAY



☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

S8FOX38A
SCT 09/10/2019 #76
COMPANIES HOUSE
SCT 04/10/2019 #23
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number **SC190222**
Company name in full **STIRLING WWS LTD.**

For official use
17
→ **Filing in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date **02 10 2019**

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name **CALEDONIAN HERITABLE LTD**

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

THE COMMERCIAL INN, 128 MAIN STREET, LENNOXTOWN, G66 7DA REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER 51620941.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

• This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	ROBBIE MCEURDY
Company name	MACQUEEN THOMSON LIMITED
Address	SPRINGFIELD HOUSE, LAURELHILL BUSINESS PARK
Post town	STIRLING
County/Region	
Postcode	FK7 9EQ
Country	SCOTLAND
DX	87 37 STIRLING
Telephone	01786 406423

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 190222

Charge code: SC19 0222 0017

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd October 2019 and created by STIRLING INNS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2019.

Given at Companies House, Edinburgh on 9th October 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

STANDARD SECURITY

By

STIRLING INNS LIMITED

in favour of

CALEDONIAN HERITABLE LIMITED

Subjects: THE COMMERCIAL INN, 128 MAIN STREET, LENNOXTOWN, GLASGOW, G66 7DA

We STIRLING INNS LIMITED, a Company incorporated under the Companies Acts (number SC190222) and having its registered office at 4 Royal Crescent, Glasgow, G3 7SL ("**Operator**"), in security of all sums advanced or to be advanced on loan to the Operator by, and other sums or obligations due or to become due or prestable or to become prestable by the Operator to, Caledonian Heritable Limited, incorporated under the Companies Acts in Scotland (number SC76552) and having its registered office at 4 Hope Street, Edinburgh EH2 4DB ("**Caledonian**"), and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Operator in terms of:

- 1 Loan Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof; and
- 2 Trade Tie Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof

GRANT a standard security in favour of Caledonian over ALL and WHOLE the subjects **THE COMMERCIAL INN, 128 MAIN STREET, LENNOXTOWN, GLASGOW, G65 7DA** being the subjects registered in the Land Register of Scotland under Title Number **STG20591**; Together with (One) the whole heritable fittings, fixtures; (Two) the whole rights of property, rights exclusive, mutual and common and all other rights so far as effeiring to the said subjects; (Three) the parts, privileges and pertinents effeiring thereto; and (Four) our whole right, title and interest, present and future therein and thereto (the said subjects herein before described being hereinafter referred to as "**Property**"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply; And the Operator agrees that the standard conditions shall be varied to the following effect:

1. **INTERPRETATION**

In this standard security:

"**Caledonian**" includes persons deriving right from it

"**Operator**" includes the Operator's successors and representatives and all obligations imposed on the Operator in this standard security shall bind the Operator and the Operator's successors all jointly and severally

Words importing the singular number shall include the plural number and vice versa Words importing the masculine gender shall include the feminine, and references to any person shall, where appropriate, include references to any corporation, company, firm or other body

The marginal headings do not form part of this standard security

2. **STANDARD CONDITIONS**

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall apply to this standard security save in so far as hereby varied

3. **INSURANCE**

It shall be an obligation on the Operator to insure the Property in names of Caledonian and the Operator for their respective rights and interests to the extent of the reinstatement value thereof or to any other extent approved by Caledonian against the risk of fire, and such other risks as Caledonian may reasonably require in an insurance office chosen by the Operator and approved by Caledonian, such approval not to be unreasonably withheld. In the event of the Operator failing so to insure the Property, Caledonian shall be entitled but not bound to effect such insurance and to recover the costs thereof from the Operator

4. RESTRICTIONS RELATING TO PROPERTY

4.1 The Operator shall not at any time during the continuance of the security without the consent in writing of Caledonian:

4.1.1 make any alteration in the use of the Property without Caledonian's prior written consent which consent will not be unreasonably withheld or delayed;

4.1.2 where at the date of this standard security or at any time subsequently the Operator is in occupation of the Property, part with occupation of the Property or any part of the Property or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part thereof

4.1.3 apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for an improvement or other grant in respect of the Property

4.1.4 create a subsequent security over the Property or any part thereof or

4.1.5 transfer the Property under burden of this standard security

5. COMPULSORY PURCHASE

If the Property or any part thereof shall be compulsorily purchased or requisitioned or be the subject of a notice to treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the Operator to compensation by reason of such acquisition shall be held to be assigned to Caledonian, with full power to Caledonian to negotiate, agree and adjust the amount of any such compensation

6. RIGHT OF POSSESSION OF PROPERTY

Caledonian may, at any time after it shall have become entitled to enter into possession of the Property, serve notice upon the Operator requiring the Operator to vacate the Property within a period of seven days and the Operator shall upon the expiry of the said period, vacate the Property so far as occupied by the Operator or others for whom the Operator is responsible, and the Operator agrees that a warrant of summary ejection may competently proceed against the Operator in the Sheriff Court of the County in which the Property is situated at the instance of Caledonian

7. ULTIMATE LOSS CLAUSE

The security created by this standard security shall be a security to Caledonian for any balance which may remain due to Caledonian after applying any payments received by Caledonian from any person (including any trustee in sequestration, receiver, liquidator or trustee under any trust deed for creditors) in respect of the obligation secured by this standard security and the Operator shall not be entitled to require from Caledonian any assignation of the said obligation or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed in respect of any payment made by the Operator to Caledonian or to have the benefit of any securities held by Caledonian until the whole amount secured by this standard security has been paid or settled in full

8. ASSIGNATION

Caledonian may assign this standard security to any other lender or person

9. MANDATE TO INTROMIT WITH MOVEABLES

In the event of Caledonian exercising any of the remedies competent to it in terms of standard condition 10 of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and of the Operator failing to remove from the Property any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic or business nature, after being called upon by Caledonian by notice in writing to remove the same within such period as may be specified in the said notice, Caledonian shall be entitled and is hereby irrevocably

authorised as agent of the Operator to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects in such manner and upon such terms as Caledonian may in its sole discretion think fit, subject only to an obligation to account to the Operator for any price received by Caledonian for any of the same. Caledonian shall not be liable for any loss or damage occasioned to the Operator by the exercise of the authority hereby conferred on Caledonian and the Operator shall be bound to indemnify Caledonian against all expenses incurred by Caledonian in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof

And the Operator grants warrandice; And the Operator consents to registration for execution: IN WITNESS WHEREOF these presents are subscribed as follows:-

Subscribed for and on behalf of the Operator as follows:

Place of Signing: Stirling

Date of Signing: 16/09/2019

CAROLAN LEE DOYLE

Print Full Name

[Signature]
Director

Before this Witness:

[Signature]

Witness Signature

ROBBIE MCELROY

Witness Print Name

ELTINGHED HOUSE

Address

CAULFIELD BUSINESS

PAUL STIRLING INZ

SOLICITOR Occupation

I, Robbie McElroy, certify
this to be a true copy
of the original. 08/10/2019.
[Signature]